

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 19, 2005
Bulk Item: Yes X No

Division: Growth Management
Department: Planning & Environmental Res.
Staff Contact Person: Elizabeth Holloway

AGENDA ITEM WORDING:

Approval of Contract Amendment 1 with RMPK for the Florida Keys Scenic Highway Interpretive Master Plan.

ITEM BACKGROUND:

The Florida Keys Scenic Highway Program received a grant from the FHWA National Scenic Byways Program to complete an Interpretive Master Plan that will guide the development of interpretive elements to enhance the travelers experience along the US 1 Corridor. The firm RMPK was selected to complete the Master Plan. This contract amendment makes changes in the task fee breakdown. The total contract amount remains the same.

PREVIOUS RELEVANT BOCC ACTION: December 15, 2004-Approval of the contract with RMPK for the Florida Keys Scenic Highway Interpretive Master Plan.

CONTRACT/AGREEMENT CHANGES: This contract amendment makes changes in the task fee breakdown. The total contract amount remains the same.

STAFF RECOMMENDATIONS:

Approval

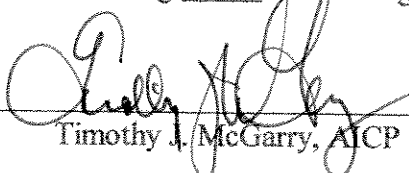
TOTAL COST: \$ 215,000.00
COST TO COUNTY: \$ 40,000

BUDGETED: Yes X No
SOURCE OF FUNDS: FDOT Contracts
ANC-96, AI893
MSTU Fund 148

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:



Timothy J. McGarry, AICP

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: RMPK

Contract # _____

Effective Date: December 15, 2004

Expiration Date:

Contract Purpose/Description:

This is an amendment to the existing contract for the completion of the Florida Keys Scenic Highway Interpretive Master Plan approved by the BOCC on December 15, 2004. The changes requested are to the amounts for each task. The total contract amount remains the same.

Contract Manager: K. Marlene Conaway
(Name)

2523

Planning and Environmental
Resources/ Stop # 11
(Department/Stop #)

for BOCC meeting on Oct. 19, 2005 Agenda Deadline: Oct. 3, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ 215,000.00 Current Year Portion: \$ 215,000.00

Budgeted? Yes ☒ No ☐ Account Codes: 125-50515-530490-GW0416-530340

Grant: \$ 175,000.00

County Match: \$ 40,000.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$0/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	9/29/05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	9/29/05
Risk Management	9-26-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Slane	9-26-05
O.M.B./Purchasing	9-27-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	9/28/05
County Attorney	9/26/05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	9/26/05

Comments:

**MONROE COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
FLORIDA KEYS SCENIC HIGHWAY MASTER/INTERPRETIVE PLAN**

AMENDMENT 1

THIS CONTRACT amendment is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the COUNTY, and RMPK whose address is 1519 Main Street, Sarasota, FL 34236, hereafter CONSULTANT.

Section 1. The COUNTY's Contract with the CONSULTANT dated December 15, 2004 is hereby amended to replace the attached table of task assignments for CONSULTANT and subcontractors with the new table below:

TASKS	RMPK	SPRINGUEL	S. HART	EMS	SHAPINS	KITTELSON	MAHONEY	TOTALS
PHASE I								
TASK 1- PROJECT ORGANIZATION	\$ 8,500	\$ 1,500						\$ 10,000
PHASE II								
TASK 1-INVENTORY	22,600	4,000		\$ 5,400				32,000
TASK 2-ANALYSIS	12,350	3,000					\$ 4,650	20,000
TASK 3-STORY OF THE KEYS		5,000						5,000
PHASE III								
TASK 1-INTERPRETIVE PLAN CHARETTE	9,000	4,000	\$ 1,500		\$ 6,000	\$ 1,500		22,000
PHASE IV								
TASK 1-PHYSICAL MASTER PLAN	15,000							15,000
TASK 2-INTERPRETIVE PLAN		11,000		1,000				12,000
TASK 3-DESIGN GUIDELINES	33,500		16,000			7,500		57,000
TASK 4-SITE PLANS	29,000					5,000		34,000
PHASE V								
TASK 1-IMPLEMENTATION PLAN	1,350	6,650						8,000
TOTALS	\$ 131,300	\$ 35,150	\$ 17,500	\$ 6,400	\$ 6,000	\$ 14,000	\$ 4,650	\$ 215,000

Section 2. In all other respects, the Contract with the CONSULTANT dated December 15, 2004 will remain in full force and effect.

IN WITNESS WHEREOF each party hereto has caused this Amendment to Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(CORPORATE SEAL)
Attest:

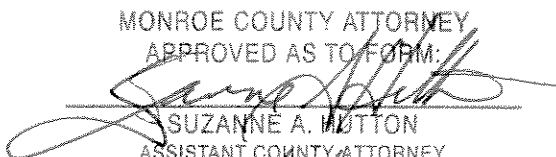
RMPK

By _____

By _____

Title _____

Title _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 9/25/05

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2005

PRODUCER (941)923-1218 FAX (941)923-1765

Valek Insurance & Bonds
P.O. Box 20709
2079 Constitution Blvd.
Sarasota, FL 34231

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED RMPK Group, Inc
Russell Moore
1519 Main Street
Sarasota, FL 34236

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Ins/Iroquois

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	21 SBA KQ5327 DV	08/28/2005	08/28/2006	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY	21 SBA KQ5327 DV	08/28/2005	08/28/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		GARAGE LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> ANY AUTO				AGGREGATE \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				
		RETENTION \$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21 WEC GE4842 04	08/28/2005	08/28/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

APPROVED BY RISK MANAGEMENT
BY M. S. Smith
DATE 9-28-05
WAIVER N/A Y YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder listed below is an additional insured with re to liability

CERTIFICATE HOLDER

Monroe County
Board of County Commissioners
2798 Overseas Highway
Marathon, FL 33050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shelley Dutton

MONROE COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
FLORIDA KEYS SCENIC HIGHWAY MASTER/INTERPRETIVE PLAN

THIS CONTRACT is made and entered into this 15th day of December, 2004, by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the CLIENT, and RMPK whose address is 1519 Main Street, Sarasota, FL 34236, hereafter CONSULTANT.

Section 1. SCOPE OF SERVICES.

The CONSULTANT shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – **Exhibit "A"** – which is attached hereto and made a part of this agreement.

Section 2. CLIENT'S RESPONSIBILITIES.

- 2.1 Provide all best available data and base maps as to the CLIENT's requirements for Work Assignments. Designate in writing a person with authority to act on the CLIENT's behalf on all matters concerning the Work Assignment.
- 2.2 Furnish to the CONSULTANT all existing plans, studies, reports, and other available data pertinent to the work, and obtain or provide additional reports and data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.
- 2.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.
- 2.4 Perform such other functions as are indicated in Exhibit "A".

Section 3. TIME OF COMPLETION.

The services to be rendered by the CONSULTANT for each individual work order request shall be commenced upon written notice from the CLIENT and the work shall be completed in accordance with the schedule mutually agreed to by the CLIENT and CONSULTANT, unless it shall be modified in a signed document, by the mutual

consent of the CLIENT and CONSULTANT. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

Section 4. COMPENSATION.

- 4.1 The maximum compensation available to the CONSULTANT under this agreement is \$215,000. The CLIENT agrees to pay the CONSULTANT according to the percentages of completion of each Task within each Phase as provided in the Scope of Services based on progress reports and other documentation to show the hours expended by each of the consultant's staff and the reimbursable expenses appropriately documented with a 10% retainage by County until each deliverable is fully completed. Should there be any reimbursable expense request and should there be any disagreement on these, any disagreement regarding which items are reimbursable shall be submitted to the County Clerk for determination and whose decision shall be final.
- 4.2 The hourly billing rates of the CONSULTANT, expected to include virtually all costs including travel, used in calculating the compensation due are:

Position	Rate (in Dollars)
Project Principals	\$150
Project Manager	\$125
Planner/Landscape Architect	\$85
Computer Aid Design (CAD)	\$70
Clerical	\$60

Section 5. PAYMENT TO CONSULTANT.

- 5.1 Any request for payment must be in a form satisfactory to the County Clerk (Clerk). The request must describe in detail the services performed and the payment amount requested. The CONSULTANT must submit to the Client Project Manager, who reviews the request, Client Project Manager shall note their approval on the request and forward it to the Clerk for payment. If request for payment is not approved, the Project Manager must inform the CONSULTANT in a writing that must include an explanation of the deficiency that caused the disapproval of the request.
- 5.2 When Clerk receives a request for payment, the Clerk shall pay the request in the amount approved by the Client Project Manager (within 45 days for nonconstruction services, 20 days for construction services), unless the Clerk determines a deficiency in the request requires disapproval of the request. In that case, the Clerk shall inform the CONSULTANT of the disapproval in writing together with an explanation of the deficiency that caused the Clerk to disapprove the request.

- 5.3 CONSULTANT shall submit progress reports (to include all activities, results of meetings, etc.) with all invoices on a monthly or otherwise regular basis until the work under this agreement is completed.
- 5.4 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses within forty-five (45) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.
- 5.3 Continuation of this contract is contingent upon annual appropriation by Monroe County.

Section 6. CONTRACT TERMINATION.

Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the CLIENT terminates this Contract because of the CONSULTANT's failure to perform, then the CLIENT must pay the CONSULTANT the amount due for all work satisfactorily completed as determined by the CLIENT up to the date of the CONSULTANT's failure to perform but minus any damages the CLIENT suffered as a result of the CONSULTANT's failure to perform. The damage amount must be reduced by the amount saved by the CLIENT as a result of the Contract termination. If the amount owed the CONSULTANT by the CLIENT is not enough to compensate the CLIENT, then the CONSULTANT is liable for any additional amount necessary to adequately compensate the CLIENT up to the amount of the Contract price.

Section 7. AUTHORIZATION OF WORK ASSIGNMENTS.

- 7.1 All work assignments beyond or in addition to EXHIBIT "A" shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.
- 7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated and serially numbered.
- 7.3 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this agreement or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent

to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

Section 8. NOTICES.

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT:

Monroe County Board of County Commissioners
c/o Monroe County Growth Management Division
2798 Overseas Highway, Suite 410
Marathon, Florida 33050
Attention: Division Director

To the CONSULTANT:

Russell Moore, Project Manager
RMPK
1519 Main Street
Sarasota, FL 34236

or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered, or, if mailed, when deposited in the mails, registered, postage paid.

Section 9. RECORDS.

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the CLIENT or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONSULTANT.

Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990.

The CONSULTANT warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion,

deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

Section 11. CONVICTED VENDOR.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a CONSULTANT, supplier, subconsultant, or CONSULTANT under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the CLIENT and CONSULTANT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The CLIENT and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

Section 13. SEVERABILITY.

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The CLIENT and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 14. ATTORNEY'S FEES AND COSTS.

The CLIENT and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Section 15. BINDING EFFECT.

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the CLIENT and CONSULTANT and their respective legal representatives, successors, and assigns.

Section 16. AUTHORITY.

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS.

The CLIENT and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

Section 18. COOPERATION.

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, CLIENT and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. CLIENT and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 19. NONDISCRIMINATION.

CLIENT and CONSULTANT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of

competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CLIENT or CONSULTANT agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 20. COVENANT OF NO INTEREST.

CLIENT and CONSULTANT covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 21. CODE OF ETHICS.

CLIENT agrees that officers and employees of the CLIENT recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 22. NO SOLICITATION/PAYMENT.

The CLIENT and CONSULTANT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona

fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the CLIENT shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 23. PUBLIC ACCESS. The CLIENT and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CLIENT and CONSULTANT in conjunction with this Agreement; and the CLIENT shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

Section 24. NON-WAIVER OF IMMUNITY.

Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the CLIENT and the CONSULTANT in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CLIENT be required to contain any provision for waiver.

Section 25. PRIVILEGES AND IMMUNITIES.

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the CLIENT, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES.

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 27. NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CLIENT and the CONSULTANT agree that neither the CLIENT nor the CONSULTANT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 28. ATTESTATIONS.

CONSULTANT agrees to execute such documents as the CLIENT may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

Section 29. NO PERSONAL LIABILITY.

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 30. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 31. SECTION HEADINGS.

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 32. INSURANCE POLICIES.

32.1 General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the CONSULTANT shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONSULTANT will ensure that the insurance obtained will extend protection to all Subconsultants engaged by the CONSULTANT. As an

alternative, the CONSULTANT may require all Subconsultants to obtain insurance consistent with the attached schedules.

The CONSULTANT will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CLIENT as specified below. Delays in the commencement of work, resulting from the failure of the CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONSULTANT'S failure to provide satisfactory evidence.

The CONSULTANT shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONSULTANT'S failure to maintain the required insurance.

The CONSULTANT shall provide, to the CLIENT, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The CLIENT, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the CLIENT by the insurer.

The acceptance and/or approval of the CONSULTANT'S insurance shall not be construed as relieving the CONSULTANT from any liability or obligation assumed under this contract or imposed by law. The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from this General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

32.2 INSURANCE REQUIREMENTS FOR CONTRACT BETWEEN MONROE COUNTY, FLORIDA AND RMPK.

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.3 VEHICLE LIABILITY INSURANCE REQUIREMENTS.

Recognizing that the work governed by this contract requires the use of vehicles, the CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence
\$50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.4 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the CONSULTANT has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CLIENT shall recognize and honor the CONSULTANT'S status. The CONSULTANT may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONSULTANT'S Excess Insurance Program.

If the CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the County.

32.5 ENGINEERS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS

Recognizing that work governed by this contract could include furnishing of engineering services, the CONSULTANT shall maintain, throughout the life of the Agreement, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of performance of professional services or any error or omission of CONSULTANT arising out of work governed by this Agreement. The insurance shall be maintained in force for a period of two years after the date of Completion of the Services set forth in subparagraph 1(a). The minimum limits of liability shall be \$250,000 per Occurrence/\$500,000 Aggregate.

Section 33. INDEMNIFY/HOLD HARMLESS.

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the County, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. The CLIENT does hereby covenant and agree to indemnify and save harmless the CONSULTANT from any fines, suits, claims, demands, actions, costs obligations, attorney fees, or liability of any kind resulting from a negligent act or omission by the County, it's Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents individually and collectively under the provisions and up to the limits of liability as stated in Section 768.28 F.S. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the CLIENT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the County or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the CLIENT during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the County by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA


By 
Deputy Clerk


By 
Mayor/Chairman

(CORPORATE SEAL)

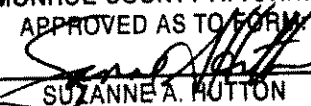
Attest:

RMPK

By 
Title OFFICE MANAGER

By 
Title ASSISTANT COUNTY ATTORNEY

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/22/01

05 FEB 25 AM 10:45

CLERK OF
MONROE COUNTY, FLA

EXHIBIT "A"

SCOPE OF SERVICES

FLORIDA KEYS SCENIC HIGHWAYS INTERPRETIVE/MASTER PLAN **MONROE COUNTY, FLORIDA**

The following Scope of Services is for the Florida Keys Scenic Highways Interpretive/Master Plan. This project will provide a cohesive educational experience to visitors and residents alike, providing linkages between communities and their intrinsic resources.

The Interpretive/Master Plan will require the involvement of the community in order to build a complete catalog of all the intrinsic resources available along the corridor. As appropriate the selected firm will conduct interviews, workshops, and/or public meetings to solicit feedback and information from individuals, agencies, and organizations.

The Master Plan will provide the recipe for improving the overall byway experience for the traveling public by cataloging areas and habitat needing enhancement or restoration, identification of interpretive opportunities as well as constraints, scenic views to be improved or maintained, and mechanisms to protect cultural and historical sites. Adjustments to the structure of this scope of service may occur if warranted with prior acceptance of the Florida Keys Scenic Highways Advisory Committee (SHAC), Monroe County and the RMPK (Consultant). Individual tasks may begin before the prior task is completed.

PHASE I – PROJECT MANAGEMENT

TASK 1. PROJECT ORGANIZATION (.5 months)

Overview:

This phase of the project will involve the development a detailed project scope of services, project schedule, and public involvement process. This phase also includes the on-going project management required for the entire project.

A. Project Organizational Meeting

1. Discuss scope of services
2. Discuss public involvement venue
3. Discuss project stakeholders
4. Discuss base data availability and location
5. Discuss key data sources

B. Development of Final Scope of Services

1. Project steps
2. Meeting agendas
3. Project Products

C. Development of Final Public Involvement Process

1. Stakeholder Groups
2. Meeting locations and times
3. Meeting agendas
4. Advertising venues

D. Development of Final Schedule

1. Date, time, location, participants, and agenda

E. SHAG Meeting

1. Process presentation

TASK 2. ON-GOING PROJECT MANAGEMENT (10 MONTHS)

A. Tasks (Meeting coordination, scheduling, advertising by the client)

1. Client communications
2. Progress reports

Meetings:

1. (1) start-up meeting

Products:

1. Project start-up memo delineating: final detailed scope of services, project schedule. Public involvement format.
2. Monthly progress reports

PHASE II – RESOURCE ANALYSIS AND CHRONOLOGY

TASK 1. PROJECT INVENTORY (1 months)

Overview:

This phase of the project will involve the collection of existing data (assumed to be 90%) and new data (assumed to be 10%) relevant to the corridor planning process. The data will be put into a format that easily retrievable and made understandable to the public involvement groups.

A. Compilation of Existing Studies

1. Scenic Highway Plans
2. Heritage Corridor Plans
3. County Heritage tourism Plans
4. Municipality Comp. Plans
5. County Comprehensive Plans
6. FDOT Plans

B. GIS Mapping of Existing Sites

1. FDOT base mapping
2. FAI Mapping of Ecological Associations
3. Florida Trust Maps of Historical Sites
4. Florida Trust Maps of Archaeological Sites
5. County Land Use Classifications
6. US Geological Maps of Sub-surface and Surficial Geology
7. Visual Resource Inventory
8. Resource Access Points
9. Existing Bathometric Surveys and Marine Charts
10. Reef Locations
11. Fishing Locations

C. Existing Tourism Plans / Venues

1. Chamber Locations
2. Tourist Information sites
3. Existing Museums and Education / Interpretive Sites
4. Existing Tourism Marketing Programs
5. State, County, Local Parks
6. Existing Guide Services

D. Bio-Physical Evolutionary History

1. Geological / Topographic Land Formation
2. Climate / Hydrology / Soils Formation
3. Aquatic Eco-system
4. Terrestrial Eco-system
5. Habitat and Fauna

E. Cultural Evolutionary History

1. Pre-history
2. Colonial History

3. Settlement History
4. Economic Base and the Landscape Resource
5. War and Territory Protection
6. Early Tourism
7. Late Tourism
8. Redevelopment

F. Public and Stakeholder Workshops

1. Stakeholder workshops on focused topics
2. Public workshops by Geo-political construct ✓
3. Summary of issues, concerns, opportunities by region

TASK 2. PROJECT ANALYSIS (1 month)

Overview:

This phase of the project will involve the analysis of the collected data. The resource information will be analyzed in a clear / understandable fashion. Resource access sites and interpretive opportunity sites will be prioritized. Interpretive themes and venues will be prioritized.

A. Organization and Mapping of Resource Categories

1. Water-related Sites
2. Ecological Sites
3. Water Access Sites
4. Historic Sites
5. Archaeological Sites
6. Cultural Funk Sites
7. Hospitality and Entertainment Sites
8. Community Centers
9. Recreational Resource Sites
10. Arts and Culture Sites
11. Private tourism Sites
12. Visual Opportunity Sites

B. New Physical Resource Opportunities and Constraints

1. Recreation Resource Suitability
2. Ecological Resource Suitability
3. Heritage Resource Suitability
4. Trail Suitability
5. Visual Resource Suitability
6. Existing tourism interface Suitability

C. Existing Resource Analysis

1. Ecological Interpretive Themes
2. Heritage Interpretive themes
3. Life-style / Cultural Interpretive Themes
4. Visual Interpretive themes

D. Existing Visitor Experience Patterns Opportunities and Constraints

1. Private Sector Interface Opportunities
2. Public Sector Interface Opportunities

TASK 3. STORY OF THE KEYS (.5 month)

Overview:

This phase of the project will involve the development of a framework of the story of the keys. A chronological organization of the Bio-physical evolution of the Islands will be developed. This Framework will be utilized to form alternative interpretive theme structures for the Corridor.

A. Chronological Story Outline Development

1. Prehistory to Present – Man's evolutionary relationship with the landscape
2. Geologic Time
3. Pre-historic Landscape
4. Pre-historic Civilization – Native Americans
5. Spanish Colonial Period
6. Settlement History
7. Maritime History
8. Agriculture Phase
9. Early Tourism Phase
10. Late Tourism Phase
11. Cultural Diversity and Redevelopment

B. Staff Review

1. Review Analysis and Island Story Outline
2. Brainstorm Interpretive Framework Phase

Meetings:

1. Site visits for data collection:
 - a. Existing studies collection
 - b. Historic sites inventory
 - c. Ecological sites inventory

- d. Existing Interpretive site inventory
- 2. Stakeholder interviews / Public workshops:
 - a. Agency Meetings
 - b. Historic sites inventory
 - c. Ecological sites inventory
 - d. Existing Interpretive site inventory
- 3. Site visit for Summary presentation to staff and SHAG:
 - a. Review Analysis and Storyline with staff

Products:

- 1. Inventory/Analysis summary:
 - a. Data summary of bio-physical and cultural resources
 - b. Summary of Interpretive Opportunities and Constraints
 - c. Visitor experience / Venue market report
 - d. Summary of public workshops
- 2. Storyline summary:
 - a. Preparation of the bio-physical and cultural time line

June 29

PHASE III - INTERPRETIVE FRAMEWORK DEVELOPMENT

TASK 1. INTERPRETIVE FRAMEWORK DEVELOPMENT (.5 months)

Overview:

This phase of the project will be a charrette. The charrette will involve key team members, staff, and island stakeholders. The charrette will carve out the framework for the physical plan and interpretive plan.

A. Interpretive Framework Workshop

July 20¹⁹

- 1. An interpretive framework workshop will be held.
- 2. Team experts will be invited to the island for the workshop.
- 3. Team will tour islands
- 4. Consultants will present findings
- 5. Consultants will have work sessions with Agency representatives, SHAG, community leaders, key stakeholders.
- 6. Consultant team will have brainstorming sessions.
- 7. Team will carve out alternative frameworks for interpretation.

B. Interpretive Framework Plan

- a. The charrette team will draft a proposed interpretive framework plan

- i. Framework plan will include an outline of the following:
 - 1. Interpretive themes
 - 2. Story pieces
 - 3. Interpretive sites
 - 4. Interpretive style
 - 5. Choreography of educational and interpretive experiences.
 - 6. Media
 - 7. Connectivity strategies
 - 8. Public / private sector participation
 - 9. Design character
 - 10. Mode and modal access
 - 11. Marketing and awareness
- b. Presentation to SHAG and steering committee.

Meetings:

- 1. 3 day Project charrette:
 - a. Project overview, brainstorming, presentation

Products:

- 1. Interpretive Framework Plan:
 - a. Outline of the physical plan, interpretive plan, design plan, and implementation plan.

PHASE IV – MASTER PLAN, PROGRAM, AND GUIDELINES

TASK 1. PHYSICAL MASTER PLAN (1 month)

Overview:

This phase of the project will involve the development of a physical interpretive plan. This plan will locate the places of the interpretive plan and their connectivity patterns and their interpretive theme.

A. Concept Plan Development

- 1. Prepare plan of Interpretive Elements
 - a. Ecological Interpretive Sites
 - b. Heritage Interpretive Sites
 - c. Recreation Sites and Access
 - d. Community / Cultural Sites
 - e. Educational Venues
 - f. Information / orientation centers
 - g. Ancillary Hospitality Centers
 - h. Eco-Heritage Tourism Partner Locations
 - i. Interpretive Trails

1. Blueways
2. Greenways
3. Auto
4. Trolley
5. Land Sea and Air

TASK 2. INTERPRETIVE PROGRAM DEVELOPMENT (1 month)

Overview:

This phase of the project will involve the development of the content interpretive plan framework outline. This plan will organize the content of the interpretive plan to match the physical plan. The description of the thematic material and learning experience will be outlined.

A. Interpretive Plan Development

1. Interpretive Market Plan
2. Interpretive Mission
3. Interpretive Themes and Sub-themes
4. Interpretive Objectives
5. Interpretive Storyline
6. Site Specific Storylines
7. Interpretive Program Elements by Site
8. Marketing Program Content

TASK 3. DESIGN GUIDELINES (1 month)

Overview:

This phase of the project will involve the development of the design guidelines for the plan. This portion of the plan will define the design character of the sites proposed in the physical plan. The description of the interpretive exhibit materials and learning environments will be conceptualized.

A. Interpretive Design Guidelines (for Pro-type sites)

1. Typical Trail Design
 - a. Land-side Trail Design
 - b. Water-side Trail Design
 - c. Trail Head Design
2. Typical Interpretive Site Plan
 - a. Major Interpretive Centers
 - b. Community Interpretive Centers
 - c. Roadside / trailside Interpretive sites Interpretive Exhibit Design

3. Typical Signage / Exhibit Design
 - a. Locational signage design concepts
 - b. Directional signage design concepts
 - c. Interpretive exhibit design concepts

TASK 4. INTERPRETIVE AREA SITE PLANS (1MONTH)

Overview:

This phase of the project will involve the preparation concept level interpretive plans and conceptual site plans for 5 sites along the corridor.

A. Development of Storylines

1. 5 Story Line outlines for 5 sites will be developed based upon the overall master plan.
2. 5 preliminary site plans will be prepared for the 5 selected sites. Site plans will be developed to a level that will be adequate for the SHAC to apply for project funding via grants. In addition to the site plans there will be an implementation strategy.

Meetings:

1. 1 day project workshop and SHAG presentation:
 - a. Presentation and refinement of the physical plan, the interpretive plan, design guidelines, and site plans.

Products:

1. Physical Plan:
 - a. Drawings of the overall physical plan
2. Interpretive Plan:
 - a. Text describing the interpretive plan
3. Design Guidelines:
 - a. Text and graphics describing the design guidelines
4. Site plans:
 - a. 5 site plans and accompanying sections / elevations
5. Interpretive Text

PHASE V – IMPLEMENTATION / DOCUMENTATION

TASK 1. IMPLEMENTATION PLAN (1 month)

Overview:

This phase of the project will involve the preparation of an implementation plan to prescribe the phased execution of the plan elements.

A. Implementation Plan

1. Cost Estimates
2. Phasing Plan
3. Governance
4. Administration
- 5.. Private Sector Coordination
6. Public Sector Coordination
7. Marketing Plan
8. Community Design Strategy
9. FDOT Coordination Plan
10. DEP coordination plan

B. Plan Presentation

1. SHAG Review
2. SHAG Adoption

TASK 2. DOCUMENTATION

Meetings:

1. 1 day project workshop and SHAG presentation:
 - a. Presentation and refinement of the implementation strategies

Products:

1. Implementation Strategies:
 - a. Text describing the implementation strategies
2. Document preparation (When appropriate all documents will be provided to CLIENT on a CD in .PDF format):
 - a. 15 draft copies and 50 final copies
 - b. 11" x 17" format
 - c. Approximately 100 pages main book and 100 pages data appendix.

TASKS	RMPK	SPRINGUEL	S.Hart	EMS	SHAPINS	KITTELSON	MAHONEY	TOTALS
PHASE I								
TASK #1 - PROJECT ORGANIZ.	7500	1000						8500
PHASE II								
TASK #1 - INVENTORY	18000	4000		5400				27400
TASK #2 - ANALYSIS	8000	3000					4650	15650
TASK #3 - STORY OF THE KEYS		4000						4000
PHASE III								
TASK #1 - INTERP. PLAN CHARRETTE	6000	4000	1500		6000	1500		19000
PHASE IV								
TASK #1 - PHYSICAL MASTER PLAN	13920							13920
TASK #2 - INTERPRETIVE PLAN		10000						10000
TASK #3 - DESIGN GUIDELINES	32250		15000			7500		54750
TASK #4 - SITE PLANS	28000					4000		32000
PHASE V								
TASK #1 - IMPLEMENTATION PLAN	2630	4150						6780

TOTALS	116300	30150	16500	5400	6000	13000	4650	192000
DOCUMENT PRINTING								
EXPENSES	15000	5000	1000	1000	0	1000	0	23000
TOTALS	131300	35150	17500	6400	6000	14000	4650	215000

EXHIBIT "A"

SCOPE OF SERVICES

FLORIDA KEYS SCENIC HIGHWAYS INTERPRETIVE/MASTER PLAN **MONROE COUNTY, FLORIDA**

The following Scope of Services is for the Florida Keys Scenic Highways Interpretive/Master Plan. This project will provide a cohesive educational experience to visitors and residents alike, providing linkages between communities and their intrinsic resources.

The Interpretive/Master Plan will require the involvement of the community in order to build a complete catalog of all the intrinsic resources available along the corridor. As appropriate the selected firm will conduct interviews, workshops, and/or public meetings to solicit feedback and information from individuals, agencies, and organizations.

The Master Plan will provide the recipe for improving the overall byway experience for the traveling public by cataloging areas and habitat needing enhancement or restoration, identification of interpretive opportunities as well as constraints, scenic views to be improved or maintained, and mechanisms to protect cultural and historical sites. Adjustments to the structure of this scope of service may occur if warranted with prior acceptance of the Florida Keys Scenic Highways Advisory Committee (SHAC), Monroe County and the RMPK (Consultant). Individual tasks may begin before the prior task is completed.

PHASE I – PROJECT MANAGEMENT

TASK 1. PROJECT ORGANIZATION (.5 months)

Overview:

This phase of the project will involve the development a detailed project scope of services, project schedule, and public involvement process. This phase also includes the on-going project management required for the entire project.

A. Project Organizational Meeting

1. Discuss scope of services
2. Discuss public involvement venue
3. Discuss project stakeholders
4. Discuss base data availability and location
5. Discuss key data sources

B. Development of Final Scope of Services

1. Project steps
2. Meeting agendas
3. Project Products

C. Development of Final Public Involvement Process

1. Stakeholder Groups
2. Meeting locations and times
3. Meeting agendas
4. Advertising venues

D. Development of Final Schedule

1. Date, time, location, participants, and agenda

E. SHAG Meeting

1. Process presentation

TASK 2. ON-GOING PROJECT MANAGEMENT (10 MONTHS)

A. Tasks (Meeting coordination, scheduling, advertising by the client)

1. Client communications
2. Progress reports

Meetings:

1. (1) start-up meeting

Products:

1. Project start-up memo delineating: final detailed scope of services, project schedule. Public involvement format.
2. Monthly progress reports

PHASE II – RESOURCE ANALYSIS AND CHRONOLOGY

TASK 1. PROJECT INVENTORY (1 months)

Overview:

This phase of the project will involve the collection of existing data (assumed to be 90%) and new data (assumed to be 10%) relevant to the corridor planning process. The data will be put into a format that easily retrievable and made understandable to the public involvement groups.

A. Compilation of Existing Studies

1. Scenic Highway Plans
2. Heritage Corridor Plans
3. County Heritage tourism Plans
4. Municipality Comp. Plans
5. County Comprehensive Plans
6. FDOT Plans

B. GIS Mapping of Existing Sites

1. FDOT base mapping
2. FAI Mapping of Ecological Associations
3. Florida Trust Maps of Historical Sites
4. Florida Trust Maps of Archaeological Sites
5. County Land Use Classifications
6. US Geological Maps of Sub-surface and Surficial Geology
7. Visual Resource Inventory
8. Resource Access Points
9. Existing Bathometric Surveys and Marine Charts
10. Reef Locations
11. Fishing Locations

C. Existing Tourism Plans / Venues

1. Chamber Locations
2. Tourist Information sites
3. Existing Museums and Education / Interpretive Sites
4. Existing Tourism Marketing Programs
5. State, County, Local Parks
6. Existing Guide Services

D. Bio-Physical Evolutionary History

1. Geological / Topographic Land Formation
2. Climate / Hydrology / Soils Formation
3. Aquatic Eco-system
4. Terrestrial Eco-system
5. Habitat and Fauna

E. Cultural Evolutionary History

1. Pre-history
2. Colonial History

3. Settlement History
4. Economic Base and the Landscape Resource
5. War and Territory Protection
6. Early Tourism
7. Late Tourism
8. Redevelopment

F. Public and Stakeholder Workshops

1. Stakeholder workshops on focused topics
2. Public workshops by Geo-political construct
3. Summary of issues, concerns, opportunities by region

TASK 2. PROJECT ANALYSIS (1 month)

Overview:

This phase of the project will involve the analysis of the collected data. The resource information will be analyzed in a clear / understandable fashion. Resource access sites and interpretive opportunity sites will be prioritized. Interpretive themes and venues will be prioritized.

A. Organization and Mapping of Resource Categories

1. Water-related Sites
2. Ecological Sites
3. Water Access Sites
4. Historic Sites
5. Archaeological Sites
6. Cultural Funk Sites
7. Hospitality and Entertainment Sites
8. Community Centers
9. Recreational Resource Sites
10. Arts and Culture Sites
11. Private tourism Sites
12. Visual Opportunity Sites

B. New Physical Resource Opportunities and Constraints

1. Recreation Resource Suitability
2. Ecological Resource Suitability
3. Heritage Resource Suitability
4. Trail Suitability
5. Visual Resource Suitability
6. Existing tourism interface Suitability

C. Existing Resource Analysis

1. Ecological Interpretive Themes
2. Heritage Interpretive themes
3. Life-style / Cultural Interpretive Themes
4. Visual Interpretive themes

D. Existing Visitor Experience Patterns Opportunities and Constraints

1. Private Sector Interface Opportunities
2. Public Sector Interface Opportunities

TASK 3. STORY OF THE KEYS (.5 month)

Overview:

This phase of the project will involve the development of a framework of the story of the keys. A chronological organization of the Bio-physical evolution of the Islands will be developed. This Framework will be utilized to form alternative interpretive theme structures for the Corridor.

A. Chronological Story Outline Development

1. Prehistory to Present – Man's evolutionary relationship with the landscape
2. Geologic Time
3. Pre-historic Landscape
4. Pre-historic Civilization – Native Americans
5. Spanish Colonial Period
6. Settlement History
7. Maritime History
8. Agriculture Phase
9. Early Tourism Phase
10. Late Tourism Phase
11. Cultural Diversity and Redevelopment

B. Staff Review

1. Review Analysis and Island Story Outline
2. Brainstorm Interpretive Framework Phase

Meetings:

1. Site visits for data collection:
 - a. Existing studies collection
 - b. Historic sites inventory
 - c. Ecological sites inventory

- d. Existing Interpretive site inventory
- 2. Stakeholder interviews / Public workshops:
 - a. Agency Meetings
 - b. Historic sites inventory
 - c. Ecological sites inventory
 - d. Existing Interpretive site inventory
- 3. Site visit for Summary presentation to staff and SHAG:
 - a. Review Analysis and Storyline with staff

Products:

- 1. Inventory/Analysis summary:
 - a. Data summary of bio-physical and cultural resources
 - b. Summary of Interpretive Opportunities and Constraints
 - c. Visitor experience / Venue market report
 - d. Summary of public workshops
- 2. Storyline summary:
 - a. Preparation of the bio-physical and cultural time line

PHASE III - INTERPRETIVE FRAMEWORK DEVELOPMENT

TASK 1. INTERPRETIVE FRAMEWORK DEVELOPMENT (.5 months)

Overview:

This phase of the project will be a charrette. The charrette will involve key team members, staff, and island stakeholders. The charrette will carve out the framework for the physical plan and interpretive plan.

A. Interpretive Framework Workshop

- 1. An interpretive framework workshop will be held.
- 2. Team experts will be invited to the island for the workshop.
- 3. Team will tour islands
- 4. Consultants will present findings
- 5. Consultants will have work sessions with Agency representatives, SHAG, community leaders, key stakeholders.
- 6. Consultant team will have brainstorming sessions.
- 7. Team will carve out alternative frameworks for interpretation.

B. Interpretive Framework Plan

- a. The charrette team will draft a proposed interpretive framework plan

i. Framework plan will include an outline of the following:

1. Interpretive themes
2. Story pieces
3. Interpretive sites
4. Interpretive style
5. Choreography of educational and interpretive experiences.
6. Media
7. Connectivity strategies
8. Public / private sector participation
9. Design character
10. Mode and modal access
11. Marketing and awareness

b. Presentation to SHAG and steering committee.

Meetings:

1. 3 day Project charrette:
 - a. Project overview, brainstorming, presentation

Products:

1. Interpretive Framework Plan:
 - a. Outline of the physical plan, interpretive plan, design plan, and implementation plan.

PHASE IV – MASTER PLAN, PROGRAM, AND GUIDELINES

TASK 1. PHYSICAL MASTER PLAN (1 month)

Overview:

This phase of the project will involve the development of a physical interpretive plan. This plan will locate the places of the interpretive plan and their connectivity patterns and their interpretive theme.

A. Concept Plan Development

1. Prepare plan of Interpretive Elements
 - a. Ecological Interpretive Sites
 - b. Heritage Interpretive Sites
 - c. Recreation Sites and Access
 - d. Community / Cultural Sites
 - e. Educational Venues
 - f. Information / orientation centers
 - g. Ancillary Hospitality Centers
 - h. Eco-Heritage Tourism Partner Locations
 - i. Interpretive Trails

1. Blueways
2. Greenways
3. Auto
4. Trolley
5. Land Sea and Air

TASK 2. INTERPRETIVE PROGRAM DEVELOPMENT (1 month)

Overview:

This phase of the project will involve the development of the content interpretive plan framework outline. This plan will organize the content of the interpretive plan to match the physical plan. The description of the thematic material and learning experience will be outlined.

A. Interpretive Plan Development

1. Interpretive Market Plan
2. Interpretive Mission
3. Interpretive Themes and Sub-themes
4. Interpretive Objectives
5. Interpretive Storyline
6. Site Specific Storylines
7. Interpretive Program Elements by Site
8. Marketing Program Content

TASK 3. DESIGN GUIDELINES (1 month)

Overview:

This phase of the project will involve the development of the design guidelines for the plan. This portion of the plan will define the design character of the sites proposed in the physical plan. The description of the interpretive exhibit materials and learning environments will be conceptualized.

A. Interpretive Design Guidelines (for Pro-type sites)

1. Typical Trail Design
 - a. Land-side Trail Design
 - b. Water-side Trail Design
 - c. Trail Head Design
2. Typical Interpretive Site Plan
 - a. Major Interpretive Centers
 - b. Community Interpretive Centers
 - c. Roadside / trailside Interpretive sites Interpretive Exhibit Design

3. Typical Signage / Exhibit Design
 - a. Locational signage design concepts
 - b. Directional signage design concepts
 - c. Interpretive exhibit design concepts

TASK 4. INTERPRETIVE AREA SITE PLANS (1MONTH)

Overview:

This phase of the project will involve the preparation concept level interpretive plans and conceptual site plans for 5 sites along the corridor.

A. Development of Storylines

1. 5 Story Line outlines for 5 sites will be developed based upon the overall master plan.
2. 5 preliminary site plans will be prepared for the 5 selected sites. Site plans will be developed to a level that will be adequate for the SHAC to apply for project funding via grants. In addition to the site plans there will be an implementation strategy.

Meetings:

1. 1 day project workshop and SHAG presentation:
 - a. Presentation and refinement of the physical plan, the interpretive plan, design guidelines, and site plans.

Products:

1. Physical Plan:
 - a. Drawings of the overall physical plan
2. Interpretive Plan:
 - a. Text describing the interpretive plan
3. Design Guidelines:
 - a. Text and graphics describing the design guidelines
4. Site plans:
 - a. 5 site plans and accompanying sections / elevations
5. Interpretive Text

PHASE V – IMPLEMENTATION / DOCUMENTATION

TASK 1. IMPLEMENTATION PLAN (1 month)

Overview:

This phase of the project will involve the preparation of an implementation plan to prescribe the phased execution of the plan elements.

A. Implementation Plan

1. Cost Estimates
2. Phasing Plan
3. Governance
4. Administration
5. Private Sector Coordination
6. Public Sector Coordination
7. Marketing Plan
8. Community Design Strategy
9. FDOT Coordination Plan
10. DEP coordination plan

B. Plan Presentation

1. SHAG Review
2. SHAG Adoption

TASK 2. DOCUMENTATION

Meetings:

1. 1 day project workshop and SHAG presentation:
 - a. Presentation and refinement of the implementation strategies

Products:

1. Implementation Strategies:
 - a. Text describing the implementation strategies
2. Document preparation (When appropriate all documents will be provided to CLIENT on a CD in .PDF format):
 - a. 15 draft copies and 50 final copies
 - b. 11" x 17" format
 - c. Approximately 100 pages main book and 100 pages data appendix.

TASKS	RMPK	SPRINGUEL	S.Hart	EMS	SHAPINS	KITTELSON	MAHONEY	TOTALS
PHASE I								
TASK #1 - PROJECT ORGANIZ.	7500	1000						8500
PHASE II								
TASK #1 - INVENTORY	18000	4000		5400				27400
TASK #2 - ANALYSIS	8000	3000					4650	15650
TASK #3 - STORY OF THE KEYS		4000						4000
PHASE III								
TASK #1 - INTERP. PLAN CHARRETTE	6000	4000	1500		6000	1500		19000
PHASE IV								
TASK #1 - PHYSICAL MASTER PLAN	13920							13920
TASK #2 - INTERPRETIVE PLAN		10000						10000
TASK #3 - DESIGN GUIDELINES	32250		15000			7500		54750
TASK #4 - SITE PLANS	28000					4000		32000
PHASE V								
TASK #1 - IMPLEMENTATION PLAN	2630	4150						6780
TOTALS	116300	30150	16500	5400	6000	13000	4650	192000
DOCUMENT PRINTING EXPENSES	15000	5000	1000	1000	0	1000	0	23000
TOTALS	131300	35150	17500	6400	6000	14000	4650	215000

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2005

PRODUCER (941)923-1218
Valek Insurance & Bonds
P.O. Box 20709
2079 Constitution Blvd.
Sarasota, FL 34231

FAX (941)923-1765

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED RMPK Group, Inc
Russell Moore
1519 Main Street
Sarasota, FL 34236

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Ins/Iroquois

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	21 SBA KQ5327 DV	08/28/2004	08/28/2005	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21 SBA KQ5327 DV	08/28/2004	08/28/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	APPROVED BY: M. Slane DATE: 2-18-05 WAIVER N/A YES			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	21 WEC GE4842 03	08/28/2004	08/28/2005	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
certificate holder listed below is an additional insured with re to liability

CERTIFICATE HOLDER

Monroe County
Board of County Commissioners
2798 Overseas Highway
Marathon, FL 33050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shelley Dutton